

the 24th day of September, 1927, and it is agreed by and between the parties hereto that if First Party shall by reason of said "National Air Derby Nonstop Race, New York to Spokane" flight to be made by Second Party as aforesaid, win any prize money as a result of said race, that Second Party shall receive one-half (1/2) of such prize money in lieu of all other moneys paid or to be paid by First Party to Second Party under any and all the provisions of this agreement, and Second Party will, at the time of receiving such one-half (1/2) of said prize money, refund to First Party all moneys received by him from First Party in any manner as mentioned in this agreement.

It is understood that this agreement is made and entered into by First Party on condition that the Third Party, the wife of Second Party, agrees to the hereinafter consent, waiver and exoneration;

VIII.

I, Peggy JENSEN, the Third Party herein and the wife of Martin Jensen, the Second Party in this agreement named, having read this agreement as well as the agreement annexed thereto and fully understanding both of the same, do hereby in consideration of First Party entering into this agreement with Second Party, consent to Second Party entering into this agreement and do hereby agree and consent that in the performance of any act or services of Second Party under this agreement, said Second Party shall be and be deemed to be an independent contractor and shall not have the rights of a passenger or employee of First Party while traveling in or flying the airplane above mentioned or while engaged in the performance of this agreement, and do hereby expressly consent to the renunciation by said Second Party of said rights, and do hereby further consent to the release, acquittance and discharge hereinbefore contained and made by Second Party for himself, his heirs, executors, administrators and legal representatives, of the First Party, from all claims for liability of any nature or character on account of any personal injury or death to Second Party while traveling in or flying said airplane or while acting in the performance of this agreement; and said Peggy Jensen, for herself, her heirs, executors, administrators and legal representatives, forever releases, acquits and discharges First Party from all claims for liability of any nature or character on account of any personal injury or death to Second Party while traveling in or flying said airplane, or while acting in the performance of this agreement.

IX.

It is distinctly understood and agreed by and between the First, Second and Third Parties, that the provisions of Paragraphs marked "IV" and "VIII" hereof shall apply to and affect the flight to be made by Second Party in accordance with the annexed agreement as well as the flight to be made by Second Party from New York City to Spokane, Washington, and shall also apply to and affect all other provisions of this agreement.

WITNESS the hands of the respective parties hereto this _____ day of September, 1927.

Executed in the presence of:

Max C. Miller
Elizabeth M. Rayburn
Fred H. Roth

B. F. Mahoney
First Party
Martin Jensen
Second Party
Peggy Jensen
Third Party